

court possessing equal powers with itself, had given relief, and to which relief this bill makes no objection. Suppose this court should declare this mortgage fraudulent against the creditors of the mortgagor, and the mortgagee should afterwards proceed to carry his decree upon it, in Baltimore County Court, into execution, would it be competent to this court to interfere and prevent his doing so? Would it not be quite as competent to Baltimore County Court to pronounce the decree of this court, vacating the mortgage, a nullity, as for this court to adjudge the decree of Baltimore County Court, upon the mortgage, void? It seems to me, it would be dangerous to place the two courts in this position of antagonism, when there can be no absolute necessity for it, and I am, therefore, unwilling to do so. If the plaintiffs seek to avoid the mortgage, and the decree passed upon it in Baltimore County Court, upon the ground of fraud, let them file a bill in that court for that purpose, and if they can establish the fraud, there can be no doubt they will be relieved.

I, therefore, forbear expressing any opinion upon the mortgage of November, 1842, and proceed very briefly to consider the case as it relates to the deed of the 16th of February, 1844.

This is a conveyance of the mortgagor's equity of redemption, and there are circumstances apparent upon the face of the transaction, and altogether independent of the evidence *aliunde*, offered to establish the fraud, which involve it in suspicion. The principal of the mortgage debt, by the terms of the instrument, was not to become due until November, 1847, and the decree passed by Baltimore County Court, on the 6th of December, 1842, gave the mortgagor, until the 1st of December, 1847, to pay the debt, with the interest thereon, and no sale under the decree could have been made until that time should arrive. There was, therefore, on the 16th of February, 1844, when the deed in question was executed, no motive pressing upon the mortgagor, to part with her right to redeem this property. The debt had, then, more than three years to run, and it is not at all likely, that under such circumstances, the mortgagor would have been disposed to anticipate its payment, and thus deprive herself of the advantage of the probable